



Warranty Service Self-Maintainer Agreement (Level - 2 Program)

This Warranty Service Self-Maintainer Agreement ("Agreement") is entered into by and between **Monterey County, acting through its Information Technology Department** ("Customer") and **Lenovo (United States), Inc.** ("Lenovo"). Under this Agreement, Customer may perform Warranty Service on Lenovo branded hardware products that Customer owns or leases from Lenovo or a Lenovo reseller for its own internal use and not for purposes of resale subject to the following terms.

1. Definitions

Customer Replaceable Unit ("CRU") means a Service Part that is designed to be replaced by Customer.

Date of Installation means the date on Customer's sales receipt or invoice unless Lenovo or a Lenovo reseller informs Customer otherwise.

Field Replaceable Unit ("FRU") means a Service Part that is designed to be replaced by a Lenovo-approved service provider.

Machine means a Lenovo hardware product and its options and accessories.

Warranty Period for a Machine means the specified, fixed period of time commencing on the date of purchase.

Warranty Service means repair and exchange service for a defective Machine.

Service Part means a part or subassembly of a Machine that has a seven-character identification number assigned by Lenovo. A Service Part may also be referred to as an FRU or a CRU.

Term means a one-year period beginning on the date this Agreement is signed by Lenovo and shall include any renewal period, as applicable.

2. Renewal

Customer may renew this Agreement for an additional year Term upon receipt by Lenovo of the annual renewal fee as specified in Section 3 below, provided that Customer maintains two thousand (2,000) Machines available for Warranty Service and meets the performance criteria required under Section 5.4 of this Agreement.

3. Fees and Payment

Customer shall pay an annual renewal fee of two hundred fifty dollars (\$250), per repair location, for each additional year customer continues to participate in the Warranty Service Self-Maintainer Program under this Agreement. Customer shall pay such fee(s) within forty-five (45) days after receipt of Lenovo's invoice. Lenovo may increase fees upon thirty (30) days written notice, prior to the start of another Term. Fee increases will not occur after customer has been invoiced. If any authority imposes a duty, tax, levy, or fee, excluding those based on Lenovo's net income, upon any transaction under this Agreement, Customer shall pay that amount as specified in Lenovo's invoice or furnish exemption documentation to Lenovo.

4. Changes to the Agreement Terms

Lenovo may change the terms of this Agreement upon thirty (30) days written notice. In such event, Customer may terminate this Agreement effective upon the last day of the notice period. In the absence of receiving a notice of termination from Customer, in thirty (30) days from the date of Lenovo's notice, the Agreement shall be deemed changed as set forth in Lenovo's notice.

5. Customer's Responsibilities

Customer shall:



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- 5.1 complete the Warranty Self-Maintainer enrollment processes, including submitting all related documentation and completing all required training courses, within sixty (60) days of Customer's execution of this Agreement. If Customer does not complete all steps of the enrollment process within such sixty (60) day period, the application form will be nullified.
- 5.2 identify to Lenovo Customer's employee service technicians and Customer's repair locations in the Validation Form;
- 5.3 ensure that Customer's employee service technicians who perform Warranty Service: a) have completed the Lenovo Warranty training courses and the applicable product-specific training course(s); and b) it is recommended to have the A+ Certification (A+ Certification is a computer industry standard testing program sponsored by CompTIA, the Computer Technology Industry Association). Warranty Service work cannot be assigned to a third party without prior written approval from Lenovo, which shall not be unreasonably withheld.
- 5.4 meet the performance metrics criteria found in the Warranty Service Support Guide (SSG) on the Lenovo support website. The SSG may be modified from time to time after notice thereof by Lenovo. Access to Warranty support website shall be granted after Customer's enrollment in service provider program (<http://smcsc.lenovo.com/>).
- 5.5 ensure Warranty Service is performed a) only with Service Parts as specified by Lenovo on the Lenovo support website, or parts information within the Lenovo Warranty Processing Service Portal website; and b) in accordance with the Warranty Service and Support Guide (SSG) as found on the Lenovo support website.
- 5.6 not perform Warranty Service and submit warranty claims for cosmetic repairs (i.e., the degree of physical damage that impairs the appearance of the Machine, but not its functionality) under this Agreement;
- 5.7 maintain the capability to provide Warranty Service by: a) maintaining access to the electronic technical information service library in accordance with Lenovo's instructions; and b) use only Lenovo-identified Service Parts in the performance of Warranty Service;
- 5.8 validate all warranty claims to ensure Warranty Service is performed only: a) on Machines in accordance with Lenovo's guidelines; b) within the scope and terms of this Agreement; and c) within the applicable Warranty Period ;
- 5.9 remove all confidential and / or personally identifiable information from any Machine, hard disk drive or solid state drive before returning it to Lenovo, its agents or service providers; and
- 5.10 submit all warranty claims within fifteen (15) calendar days of the Machine failure using the Lenovo Warranty Processing Service Portal provided by Lenovo. All claims must be supported in accordance with the following:
 - (a) Required Entry Fields:
 - (i) Reseller (Self-Maintainer) Information
 - (ii) Administrator Information
 - (iii) Trained Technician Information
 - (iv) Machine Type, Model and Serial Number
 - (v) Service Date, Service Location, Service Type, Service Performed
 - (vi) Service Part Number
 - (vii) Failure Code and Complete Failure Description
 - (viii) Customer (Company User) Information
 - (b) Required Verification

Prior to filing a claim, Customer shall verify the Machine type/serial number is within its Warranty Period and possesses the appropriate warranty coverage(s) for the service required by using The Lenovo Warranty Processing Service Portal or by submitting a copy of the original Proof of Purchase (POP) from Lenovo or a Lenovo reseller showing:



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- (i) Machine purchase date or Date of Installation; and
- (ii) Machine type/serial number and description.

6. Recordkeeping and Review

Customer shall maintain access to warranty claim information for a period of three (3) years from the date of the warranty claim submission. Lenovo may review and retain copies of records related to this Agreement and all warranty claim information once per year. Additional reviews may be conducted if cause is found. Any review will be conducted at a mutually agreeable site, during normal business hours and in a manner intended to minimize disruption to Customer's business. Lenovo may use an independent auditor to conduct such reviews. Customer shall refund to Lenovo any amounts paid by Lenovo for invalid warranty claims.

7. Lenovo Responsibilities

Lenovo shall:

7.1 provide technical support through the Lenovo Helpcenter at 800-426-7378 (Think) and 877-453-6686 (Idea);

7.2 process Customer's valid warranty claims on Lenovo Machines;

7.3 reimburse Customer for labor at the established reimbursement rates, adjusted for servicer's quarterly performance metric results, on a per incident basis for valid warranty claims on Lenovo Machines, where applicable. Adjusted reimbursement rates based on quarterly performance metric results are determined by Lenovo as follows:

- (i) Upon joining the Self-Maintainer Program, all new customers are paid at 70% of the published base labor rates for the first quarter of enrollment.
- (ii) Performance Metric Results are reviewed each quarter. Performance requirements may be found in the SSG on the Lenovo support website, as referenced in Section 5.4
- (iii) For the first quarter of enrollment, If the servicer's performance metrics fall below the minimum standards, your base labor payment will remain at 70% for the following quarter. If your performance metrics meet or exceed the minimum requirements, you will receive 100% of the labor rate for the following quarter. Beyond this period, your labor rate will be adjusted quarterly, as described above, based on your performance metric results from the prior quarter.

7.4 provide replacement Service Parts for Customer's valid warranty claims. Replacement Service Parts provided by Lenovo may not be new, but shall be in good working order and at least functionally equivalent to the replaced Service Part. Replacement Service Parts shall be warranted for the balance of the Warranty Period remaining on the Lenovo Machine;

7.5 pay transportation charges for replacement Service Parts Lenovo ships to Customer and for replaced, defective Service Parts Customer ships back to Lenovo. Lenovo will charge Customer for replaced, defective Service Parts, if not returned within thirty (30) days as Lenovo specifies; and

7.6 make available to Customer: a) Lenovo service training for Customer's service technicians; and b) electronic copies of Lenovo service materials and service information.

8. Non-Warranty Service Parts

Customer may purchase Service Parts for non-warranty repairs from Lenovo for Lenovo Machines. These Service Parts may only be used for servicing Lenovo Machines that Customer owns and are located within Customer's enterprise. Customer may not sell Service Parts to a third party. Lenovo Service Parts purchased for non-warranty repairs are subject to the terms and conditions of a separate sales agreement from Lenovo or from a Lenovo reseller.



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9. Independent Contractors

At all times relevant to this Agreement, Lenovo and Customer shall be independent contractors and nothing herein shall create the relationship of employer/employee, principal/agent, partners or joint venturers as between Customer and Lenovo. Customer shall not assume or create any obligation on behalf of Lenovo. Customer shall bear full and sole responsibility for the acts and omissions of Customer's employees and agents relating to Warranty Service that it performs under this Agreement.

10. Limitation of Liability

In any action arising out of or related to this Agreement, neither Lenovo nor Customer shall be liable for any of the following whether informed of their possibility or not and whether arising in contract, tort, (including negligence) or otherwise: 1) loss of, or damage to, data; 2) special, incidental, exemplary, indirect, punitive or consequential damages; 3) loss of profits, business, revenue, goodwill or anticipated savings; and 4) any amount in excess of the greater of \$100,000 or the price of any Service Parts or services provided to Customer under this Agreement. This limitation shall not apply to any action for fee payments or refunds under this Agreement. This term shall survive the expiration or termination of this Agreement.

11. Agreement Termination

11.1 Either party may terminate this Agreement on thirty (30) days written notice to the other.

11.2 Either party may terminate this Agreement if the other party fails to comply with any of its terms, provided the party alleged not to be in compliance is provided with written notice and reasonable time to comply.

11.3 Discovery by Lenovo of fraudulent activity by Customer in its performance as a Warranty Self-Maintainer will result immediate termination and forfeiture of any labor reimbursements due in addition to any other remedies available to Lenovo.

11.4 Any terms of this Agreement which expressly or by their nature survive the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

12. General

12.1 Customer shall be solely responsible for the Warranty Service that it performs and results thereof.

12.2 Lenovo and its affiliates may process and store contact information and other business-related information received from Customer, including names, phone numbers, and e-mail addresses; and use it in connection with this Agreement.

12.3 Any terms in any written communication from Customer to Lenovo shall not be a part of this Agreement.

12.4 Neither party may bring a legal action arising out of or related to this Agreement more than two years after the cause of action arose.

12.5 Customer may not assign or otherwise transfer this Agreement or Customer's rights or obligations hereunder, without prior written consent from the Lenovo Warranty Self Maintainer Program Manager which may be withheld in his or her sole discretion.

12.6 This Agreement shall be governed by the laws of the State of North Carolina, without regard to its conflicts of laws principles. Any action to enforce any provision of this Agreement or arising out of or based upon this Agreement



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shall be brought in a state or federal court in Wake County, North Carolina. Both parties hereby irrevocably submit to the personal jurisdiction of any such court.

12.7 Unless otherwise required by mandatory provision of applicable law, any reproduction of this Agreement, or any amendment, attachment or supplement hereto, made by reliable means shall be deemed an original for all purposes.



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This Agreement shall be void if not signed by both parties within three (3) months of the Preparation Date below.

By the signature of its authorized representative below, each party hereby agrees to the terms of this Agreement effective as of the date of the signature of Lenovo's authorized representative.

Agreed to:
**Monterey County, acting through its Information
Technology Department**

Agreed to: Lenovo (United States), Inc.

By _____
Authorized Signature

By _____
Authorized Signature

Name:
(type or print)

Name:
(type or print)

Date:
Customer address: 1590 Moffett Street
Salinas, CA 93905

Date:
Lenovo address:
8001 Development Drive, Bldg 8
Morrisville, NC 27560

Preparation Date:

After signing, please return a copy of this Agreement to the Lenovo address shown above or via email at wsm-support@lenovo.com.